

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

FASHION GROUP, LLC, FUNGYUN, INC. and)
NYC ALLIANCE COMPANY, LLC,)

Plaintiffs,)

v.)

Case No. 1:18-cv-02959 (BM)

JOHNNY'S SIGNATURE, INC., JOHNNY'S)
SIGNATURE INT., INC., DEEPAK SAJNANI,)
BILCO IMPORT & EXPORT, INC., BILCO)
INDUSTRIES, INC., BURTON CHEN (a/k/a Billy)
Chen, a/k/a William Chen, a/k/a Zhiquan Chen),)
JERRY LAU and DOUBLE TOP)
INTERNATIONAL, INC.)

**STIPULATION RESTORING
AND RE-OPENING CASE**

Defendants.)

PLEASE TAKE NOTICE that the parties, by their undersigned counsel of record, hereby stipulate and agree as follows:

WHEREAS, plaintiffs Fashion Group, LLC, Fungyun, Inc. and NYC Alliance Company, LLC, on the one hand, and defendants Johnny's Signature, Inc., Johnny's Signature Int'l., Inc., Deepak Sajani, Bilco Import & Export, Inc., Bilco Industries, Inc., Burton Chen (a/k/a Billy Chen, a/k/a William Chen, a/k/a Zhiquan Chen), Jerry Lau and Double Top International, Inc., on the other, reached an agreement-in-principle to settle this action during a settlement conference conducted on October 28, 2019;

WHEREAS, the parties have drafted an essentially final form of settlement agreement reflecting the agreement-in-principle;

WHEREAS, the settlement agreement cannot presently be executed because of defendants' current inability to perform the terms thereof;

WHEREAS, the parties: (i) alerted the Court to defendants' inability to perform and inability to execute the settlement agreement by letters dated, November 27, 2019 and December 23, 2019; and (ii) requested that the case remain on the docket;

WHEREAS, the Court issued an Order, dated January 7, 2020 (Dkt#121) dismissing the case without prejudice to the parties right to have the case re-opened and restored in the event settlement was not consummated;

WHEREAS, dismissal of the case under the circumstances would unfairly prejudice plaintiffs;

WHEREAS, on or about January 15, 2020, all counsel spoke with the Court's law clerk who advised that the case could be restored via stipulation;

IT IS HEREBY STIPULATED AND AGREED that the case be, and is, re-opened and restored.

Dated: January 21, 2020

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